



Embassy of the United States of America

Tokyo, Japan

July 17, 2020

Dear Prospective Offerors:

Subject: Request for Quotations Number 19JA80-20-Q-0838
Public Addressing (PA) System Hardware Replacement Services

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining public addressing (PA) System Hardware Replacement services for the U.S. Embassy Apartment Compound in Tokyo, Japan.

Note: As required by U.S. Government's federal acquisition regulation (FAR), prospective offeror shall be registered in the System for Award Management (SAM) database prior to award of a contract. The website link providing additional vendor registration information is: <https://www.sam.gov/SAM/>.

If you are interested in submitting a quote on this project, follow the instructions in Section 3 of the Request for Quotations (RFQ), complete the required portions of the enclosed document, and submit as the indicated shown on the next page.

1. Pre-quotation Conference and Site Visit

(a) To provide all the quoters with a uniform explanation of requirements, the Embassy will hold a pre-quotation conference and site visit, as follows:

Date: Wednesday, July 29, 2020
Time: From 2:00 p.m. to on/about 3:00 p.m.
Location: Meet at the Perry Tower 1F Entrance Lobby of the U.S. Embassy Apartment Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

(b) All interested quoters who wish to attend must submit individual name (s), limited to two persons per company, company name/address, telephone/fax numbers, and email address to Yoshiko Matsuura via email at MatsuuraYX@state.gov by no later than 12:00 noon, Monday, July 27, 2020 (local time), to arrange entry to the Embassy.

(c) Attendee(s) must present an identification (ID) card with photo on it (e.g. driver's license, passport, etc.) as it is required for entering the building.

2. Questions

Following the conference, quoters may submit questions (in English) in regard to this RFQ by 12:00 noon, Monday, August 3, 2020 (local time) via email at MatsuuraYX@state.gov. All questions will be consolidated and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

3. Quotations

Quotations must be received by no later than **4:00 p.m., Friday, August 7, 2020 (local time)** to Yoshiko Matsuura of U.S. Embassy Tokyo, via **email** indicated below. No quotation will be accepted after this time.

Point of Contact: Yoshiko Matsuura
Email: MatsuuraYX@state.gov
Subject: RFQ 19JA80-20-Q-0838

Embassy Telephone Operator: 03-3224-5000
Mobile: 090-1110-9318

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the request for quotations process.

Sincerely,



Darin A. Phaovisaid
Contracting Officer

Enclosure:

Request for Quotations 19JA80-20-Q-0838

REQUEST FOR QUOTATIONS (RFQ) <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [<input checked="" type="checkbox"/>] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 41	
1. REQUEST NO. 19JA80-20-Q-0838		2. DATE ISSUED July 17, 2020		3. REQUISITION/PURCHASE REQUEST NO. PR9261928	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1			RATING
5A. ISSUED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420					6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)								
NAME Yoshiko Matsuura		TELEPHONE NUMBER AREA CODE +81		NUMBER 3-3224-5000		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)		
8. TO:					9. DESTINATION			
a. NAME		b. COMPANY			a. NAME OF CONSIGNEE U.S. Embassy			
c. STREET ADDRESS					b. STREET ADDRESS 1-10-5 Akasaka, Minato-ku			
d. CITY		e. STATE		f. ZIP CODE	c. CITY Tokyo			
					d. STATE	e. ZIP CODE 107-8420		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: Friday, August 7, 2020; 16:00 (local time)		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter						
11. SCHEDULE (Include applicable Federal, State and local taxes)								
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	Public Addressing (PA) System Hardware Replacement Services at the U.S. Embassy Apartment Compound in Tokyo, Japan in accordance with terms and conditions of the request for quotations. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.			(See subsection 1.1.3 Grand Total Price under Section 1)				
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %		b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %		
NOTE: Additional provisions and representations [<input checked="" type="checkbox"/>] are [] are not attached.								
13 NAME AND ADDRESS OF QUOTER				14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME and ADDRESS OF QUOTER (COMPANY)								
DUNS No.:								
c. COUNTY				16. SIGNER a. NAME (Type or print)		b. TELEPHONE		
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE			
					NUMBER			

TABLE OF CONTENTS

Standard Form 18 (SF-18), the first page

Section 1: The Schedule

- 1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0838, Blocks 11(f), Amount
- 1.2 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0838, Block 11(b), Schedule of Supplies/Services

Section 2: Contract Clauses

- 2.1 Contract Clauses
- 2.2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3: Solicitation Provisions

- 3.1 Solicitation Provisions
- 3.2 Summary of Instructions
- 3.3 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4: Evaluation Factors

- 4.1 Evaluation Factors
- 4.2 Addendum to Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- 5.1 Offeror Representations and Certifications
- 5.2 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 1: The Schedule

1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0838, Blocks 11(f), Amount

1.1.1 Scope of Contract

(a) The Contractor shall perform Public Addressing (PA) System Hardware Replacement Services at the U.S. Embassy Apartment Compound in Tokyo, Japan in accordance with the specifications, terms and conditions set forth herein.

(b) The Contractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this contract for a following firm fixed price. This price shall include, but not limited to, all labor, materials, transportation, insurance, overhead, and profit.

1.1.2 Offers and Payment in U.S. Dollars

(1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

1.1.3 Pricing

Public Addressing (PA) System Hardware Replacement Services, in accordance with subsection 1.2 - Schedule of Supplies/Services:

Grand Total Price: _____

1.1.4 The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration:
<https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>

1.2 Continuation to SF-18, Request for Quotations (RFQ) Number
19JA80-20-Q-0838, Block 11(b), Schedule of Supplies/Services

1.2.1 Scope of work

The Contractor shall repair existing public addressing (PA) system hardware in Mitsui Housing Compound by replacement.

1.2.2 General Requirements

(1) General:

The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, services and incidental materials, except otherwise specified herein, necessary to complete all work required under this contract.

(2) Work Site:

The work site shall be at the Perry Tower in Mitsui Housing Compound, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

(3) Contractor's Personnel/Technical Standard:

The Contractor shall at all times enforce strict discipline, good order among his employees and assure workmanship of quality. All personnel employed in the performance of this contract shall be qualified and possess the necessary licenses required in their respective trades. All work under this contract shall be performed in a professional manner and in compliance with the Japan Building Electrical Codes, Japan Electric Association Code (JEAC) and any other local code may apply for this work.

(4) Materials:

The Contractor shall furnish all materials that are necessary to accomplish the required services in this contract. All materials shall be new and shall meet or exceed the Japan Industrial Standard (JIS).

(5) Disposal of debris:

The contractor shall always keep the work site neat and clean. During the work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. All such debris, excess material and parts shall be cleaned up and removed at the completion of the work and shall be properly disposed of outside the U.S. Embassy Apartment Compound in compliance to the applicable local codes, for industrial waste disposal.

(6) Protection:

The Contractor shall provide and maintain adequate protection on all work, either in progress or in a completed state under this

contract, and shall insure that it is continuously protected and secured so as to prevent any accident or damage to the adjacent property and/or personnel, until completion and final acceptance by the Contracting Officer's Representative. The Contractor shall further be responsible for the proper care and protection of all materials and equipments/tools that are delivered to the work site throughout the contracted work. Any damages to the existing Government property resulting from contractor's performance, shall be repaired or replaced in an approved manner to its original condition at Contractor's expense.

(7) Contractor's Submittal:

a. Work Schedules: Prior to commencement of work, the Contractor shall submit a work schedule, setting forth date, time, description of work, list of personnel and any other information required by the Contracting Officer's Representative (COR) for approval.

b. Product Data: The Contractor shall submit a catalog data with product specifications and shop drawing of the fire PA system to the COR for approval prior to commencement of the work.

c. Report: Upon work completion, the Contractor shall submit a completion documents in binder consisting of operational manual, end product data, parts list, contact list, as built drawing, one-line diagrams, test reports and sufficient photographs of before and after the work.

d. Unforeseen Conditions: If the contractor finds an unusual condition during the work performance, the Contractor shall immediately report the status, its causes and countermeasures to the COR.

(8) Working Hours:

The Contractor shall arrange its work schedule during the hours between 08:30 - 17:30, Monday through Friday. Should the Contractor need to work in the premises other than the hours specified herein, the Contractor shall submit a written request for any changes of the schedule to the COR well in advance for approval.

1.2.3 Work Description/Requirements:

Existing 38 years-old public addressing system (PA system) in the Mitsui Housing Compound is having trouble operating announcement and siren. The manufacturer is no longer providing the repair service and parts, and no other suppliers or vendors can provide the repair service on the market. Therefore, new hardware is required for

replacing existing PA system, and it must be compatible with the originally installed 115-volt HOCHIKI fire alarm system and emergency telephone system. New hardware shall also be compatible with existing PA system distribution wirings and speakers. The Contractor shall guarantee to provide compatible hardware and most importantly function with the existing fire alarm system and emergency telephone system properly as originally designed.

(1) Replacement Work:

a. New PA System: New PA system shall be AC 115 volt capable and provide the same features and functions as existing. New PA system shall be fully compatible and connectable with existing HOCHIKI's fire alarm system and emergency telephone system by using existing distribution wiring. All indications on the panel shall be in English as existing.

b. Installation: The Contractor shall remove and dispose existing PA system panel in Perry Control room on basement 2nd floor. New PA system panel shall be installed at the same location as existing and shall be panel mounted as existing. The Contractor shall be responsible for rewiring, adjusting and testing of new PA system along with a role in existing fire alarm system and emergency telephone system. The Contractor shall also be responsible for the carpentry and painting work for new hardware installation for authentic purpose, not to leave footprints of existing panel on new PA panel installation.

c. Test and Adjustment: The Contractor shall be responsible for testing and adjusting new PA system panel to be compatible and functionable with existing fire alarm system and emergency telephone system. Test shall be scheduled and approved by COR. COR will send out the notice to the community and it requires a minimum of two weeks advanced notice.

(2) Training:

The Contractor shall provide three 30-minutes training sessions for authorized personnel including maintenance contractor (especially SR-B Perry Control staff, technicians, and electricians) and Facility Management personnel.

(3) Operation Manual and Report:

The Contractor shall provide 3 sets of both Japanese and English operation manuals. Also, three sets of laminated quick operation sheet shall be provided and locate at new PA hardware for assisting the operation.

The Contractor shall provide 3 sets of completion documents in binder consisting of operational manual, end product data, parts

list, contact list, as built drawing, one-line diagrams, test reports and sufficient photographs of before and after the work.

(4) Work Inspection:

COR will carry out inspections on the contracted work as needed during and after the work. The Contractor shall correct any found deficiencies and/or discrepancies against work requirements and specifications accordingly at no additional cost to the Embassy.

1.2.4 Guaranty

The Contractor shall guarantee the workmanship and the end product for a period of one (1) year from the date of acceptance by the Contracting Officer's Representative. The Contractor shall repair any found deficiencies and/or damages related to this work at no additional cost to the Government.

1.2.5 Attachment

- (1) Original PA system document (to be provided at the site visit)

Section 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4 Contract Terms and Conditions - Commercial Items (OCT 2018) and (Deviation 2017-02) (June 2017), is incorporated by reference (see SF-18, Block 11(b)).

"None"

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (June 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- √ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- √ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).
- ___ (ii) Alternate I (Mar 2020) of 52.219-3.
- ___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Mar 2020) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).
- ___ (ii) Alternate I (Mar 2020).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jun 2020) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- ___ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

___ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

√ ___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

___ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

___ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (Jul 2014) of 52.222-35.

___ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

___ (ii) Alternate I (Jul 2014) of 52.222-36.

___ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

√ ___ (35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

___ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- √ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American-Supplies (May 2014)
- (41 U.S.C. chapter 83).
- ___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- √ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- √ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- √ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ___ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996)
- (5 U.S.C. 552a).
- ___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)
- (15 U.S.C. 637(d) (13)).

___ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available

for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The following clause is provided in full text

52.229-12 Tax on Certain Foreign Procurements (JUNE 2020)

(a) Definitions. As used in this clause—Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
- (5) Any trust if—

- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C.

5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

2.2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at [https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/ttitle48/48chapter6.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/title48/48chapter6.tpl) to access the links to the FAR.

You may also use an Internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

52.204-13 System for Award Management Maintenance (OCT 2018)
52.204-18 Commercial and Government Entity Code Maintenance
(JUL 2016)
52.225-14 Inconsistency Between English Version and Translation
of Contract (FEB 2000)
52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL
2014)
52.228-5 Insurance - Work on a Government Installation (JAN
1997)
52.229-6 Foreign Fixed Price Contracts (FEB 2013)
52.232-39 Unenforceability of Unauthorized Obligations (JUNE
2013)

The following Department of State Acquisition Regulation (DOSAR)
clauses are provided in full text:

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend
meetings with government personnel and the public, work within
government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify
themselves as non-federal employees:

(1) Use an email signature block that shows name, the office
being supported and company affiliation (e.g. "John Smith,
Office of Human Resources, ACME Corporation Support
Contractor");

(2) Clearly identify themselves and their contractor affiliation
in meetings;

(3) Identify their contractor affiliation in Departmental e-mail
and phone listings whenever contractor personnel are included in
those listings; and

(4) Contractor personnel may not utilize Department of State
logos or indicia on business cards.
(End of clause)

DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-
Price) (AUG 1999)

(a) General. The Government shall pay the Contractor as full
compensation for all work required, performed, and accepted under
this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in
one original to the office shown below. To constitute a proper

invoice, the invoice shall include all the items required by FAR 32.905(e).

Attn: Financial Management Center
U.S. Embassy Tokyo
(Invoice for PO# 19JA80-20-P-0838)

The Contractor may submit invoices electronically to
TokyoInvoices@state.gov.

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(The U.S. Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.)

DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Electrical Engineer of Facility Management Office at the U.S. Embassy Tokyo, Japan.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.229-70 Excise Tax Exemption Statement for Contractors within the United States (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

Section 3: Solicitation Provisions

3.1. Solicitation Provisions

3.1.1 (a) FAR 52.212-1, Instructions to Offerors - Commercial Items (JUNE 2020), is incorporated by reference. (see SF-18, Block (b))

Addendum to 52.212-1: none

3.2 Summary of Instructions

The quoter shall complete and submit one copy of the following:

(a) Volume 1 - Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 13, 14, 15, and 16 of the form (page 1);

(b) Volume 2 - Price. Volume 2 consists of Section 1.1.3 Pricing (page 3) of the RFQ. Quoters must include the currency which they are submitting their prices in.

(c) Volume 3 - Representations and Certifications. Volume 3 consists of Section 5: Representations and Certifications (complete all portions that are applicable) of RFQ.

Quotation must be received no later than **16:00 hours, Friday, August 7, 2020 (local time)** via email shown below.

No quotations will be accepted after this time.

Point of Contact: Yoshiko Matsuura

Email: MatsuuraYX@state.gov

Subject: RFQ 19JA80-20-Q-0838

Mobile: 090-1110-9318

Embassy Telephone Operator: 03-3224-5000

The quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this RFQ in the appropriate volume of the quote.

52.237-1 Site Visit (APR 1984)

(a) The site visit will be held **on Wednesday, July 29, 2020 at 14:00 hours (local time)**.

(b) Participants will meet at the Perry Tower 1F Entrance Lobby of the U.S. Embassy Apartment Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

(c) Prospective offerors/quoters should contact Yoshiko Matsuura (MatsuuraYX@state.gov) for additional information or to arrange entry to the compound.

3.3 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

<u>Provision</u>	<u>Title and Date</u>
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following Department of State Acquisition Regulation (DOSAR) provision is provided in full text:

DOSAR 652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at TEL: +81-3-3224-5585 or FAX: +81-3-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to:

Department of State
Acquisition Ombudsman
Office of the Procurement Executive (A/OPE)
Suite 1060, SA-15
Washington, DC 20520
U.S.A.

Section 4: Evaluation Factors

4.1 Evaluation Factors

The U.S. Government intends to award a contract resulting from this Request for Quotations (RFQ) to the lowest priced, who is a responsible contractor. The evaluation process shall include the following:

- (a) Award will be made to the lowest priced, acceptable, responsible offeror. The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.
- (b) Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.
- (c) The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.
- (d) The Government will determine contractor responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - (1) Adequate financial resources or the ability to obtain them;
 - (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - (3) Satisfactory record of integrity and business ethics;
 - (4) Necessary organization, experience, and skills or the ability to obtain them;
 - (5) Necessary equipment and facilities or the ability to obtain them; and
 - (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.2 Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

The following Federal Acquisition Regulation (FAR) provisions are provided in full text:

FAR 52.225-17 Evaluation of Foreign Currency Offers (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

Section 5: Representations and Certifications

5.1 Offeror Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications - Commercial Item (Jun 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2

of the Sudan Accountability and Divestment Act of 2007)
conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Reserved.

(d) Reserved.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Reserved.

(g) Reserved.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product Listed Countries of Origin

_____	_____
_____	_____

(2) Certification. *[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Reserved.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

- (3) The representation and certification requirements of paragraph (o) (2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r) (1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t) (2) (i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

5.2 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)
- 52.225-25 Prohibition on Contracting with Entities Engaging In Certain Activities or Transactions Relating to Iran-Representation and Certifications (DEC 2012)